

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of the Application of

BANCROFT OWNERS, INC.,

Petitioner,

-against-

NEW YORK HOTEL & MOTEL TRADES
COUNCIL, AFL-CIO,

Respondent.

Civil Action No. 1:20-cv-04914 (AKH)

**ANSWER TO PETITION TO
STAY ARBITRATION**

Respondent New York Hotel and Motel Trades Council, AFL-CIO (“Union” or “Respondent”), by undersigned counsel, hereby answers and otherwise responds to the Petition to Stay Arbitration (the “Petition to Stay”) filed by Petitioner Bancroft Owners, Inc. (“Bancroft,” “Hotel” or “Petitioner”) on June 26, 2020.

Preliminary Statement

1. Paragraph 1 is legal argument to which no response is due. Alternatively, the Union admits this is an action under 29 U.S.C. §185 (“LMRA”) but denies the grounds stated by Petitioner.

Jurisdiction

2. Admit that this Court has jurisdiction under 29 U.S.C. §185 and 28 U.S.C. §1331.

Venue

3. Admits venue in this district.

Parties

4. Lacks knowledge or information sufficient to form an opinion as to the truth of the allegations of Paragraph 4.

5. Admits the averments of Paragraph 5.

6. Admits the averments of Paragraph 6.

7. Admits the averments of Paragraph 7.

Facts

8. Admits the averments of Paragraph 8.

9. Denies the averments of Paragraph 9 and respectfully refers the Court to the notice of hearing.

10. Admits the averments of Paragraph 10.

11. Admits the averments of Paragraph 11.

12. Denies the averments of Paragraph 12.

13. Denies the averments of Paragraph 13 except avers that Cachet is bound to the CBA through June 30, 2027 by virtue of, among other proofs, its signed assents to multi-employer bargaining through the relevant employer association. See, without limitation Exhibits A, B, D and F to the Affirmation of Joseph Farelli, filed 6/29/2020, Doc. 11 ("Farelli Affirmation").

14. Admits the Averments of Paragraph 14.

15. Denies the averments of Paragraph 15. See, without limitation, Exhibits A, B, D and F to the Farelli Affirmation. Doc 11.

16. Lacks knowledge or information sufficient to form an opinion as to the truth of the averments of Paragraph 16.

17. Admits the Averments of Paragraph 17.

18. Denies the averments of Paragraph 18. See Exhibits, without limitation, A, B, D and F to the Farelli Affirmation.

19. Denies the averments of Paragraph 19. See Exhibit, without limitation, A, B, D and F to the Farelli Affirmation.

20. Denies the averments of Paragraph 20. See Exhibits, without limitation, A, B, D and F to the Farelli Affirmation.

21. Lacks knowledge or information sufficient to form an opinion as to the truth of the first sentence of Paragraph 21 and denies the remainder of Paragraph 21.

22. Lacks knowledge or information sufficient to form an opinion as to the truth of Paragraph 22.

First Affirmative Defense

23. The Summary Order Denying Preliminary Injunction issued by this Court on June 30, 2020 renders this action moot.

Second Affirmative Defense

24. This action is moot because the arbitration hearings Petitioner seeks to enjoin began, in accordance with the Court's Summary Order, on July 1, 2020 and are continuing this month.

Third Affirmative Defense

25. The Union incorporates the averments set forth above by reference.

26. Petitioner is bound to the CBA and duty to arbitrate all issues with respondent through June 30, 2027. See, without limitation, Farelli Affirmation.

WHEREFORE, since the action is moot and Petitioner is bound to arbitrate the issues now being arbitrated at hearings, this action should be dismissed with prejudice together with whatever further relief to the Union this Court deems fair and appropriate.

Dated: New York, New York
July 17, 2020

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